

# DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED

**PROJECT CONSULTANCY SERVICES FOR DEDICATED FREIGHT CORRIDOR  
BETWEEN BANGALORE – CHENNAI IN INDIA**



**REQUEST FOR PROPOSAL DOCUMENT**

**No.- HQ/OP & BD/PRE FEASIBILITY STUDY/Chennai – Bangalore/18**

**issued by:**

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED,  
5th FLOOR, PRAGATI MAIDAN METRO STATION BUILDING COMPLEX,  
NEW DELHI, INDIA**

**Date: 03.07.2012**

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## DISCLAIMER

1. The Consultant Firm should satisfy itself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in Section 3.7, it shall be deemed that the RFP Document is complete in all respects and Consultant Firm is satisfied.
2. Neither DFCCIL, MOR nor their employees nor their consultants will have any liability to any prospective Consultant Firm or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP Document, any matter deemed to form part of this RFP Document, the award of the Assignment, the information and any other information supplied by or on behalf of DFCCIL or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment.
3. DFCCIL reserves the right to reject any or all of the Applications submitted in response to this RFP Document at any stage without assigning any reasons whatsoever. DFCCIL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
4. DFCCIL reserves the right to change/ modify/amend any or all of the provisions of this RFP Document before opening of bids. Such changes shall be notified to all the prospective Applicants by DFCCIL who have purchased/obtained the bid document.
5. Firms submitting bid document/s downloaded from the DFCCIL website should ensure the submission of the undertaking as stipulated in para 3.1.7 of the “Instructions to Applicants” . In absence of such undertaking, DFCCIL reserves the right to reject such bid document/s.

## ABBREVIATIONS

DFC	Dedicated Freight Corridor
RFP	Request for Proposal
EPC	Engineering Procurement and Construction
INR	Indian Rupees
DFCCIL	Dedicated Freight Corridor Corporation of India Limited
MOR	Ministry of Railways
PPP	Public Private Partnership
SPV	Special Purpose Vehicle
USD	United States Dollars

## 1. INTRODUCTION

Ministry of Railways (MOR) has planned to examine need and feasibility of new Dedicated Freight Corridors (DFC) between Bangalore – Chennai (362 Kms.).

The proposal entails construction of double-track/single track railway lines capable of handling heavier (30 ton axle load) / longer trains and also double-stack containers, wherever considered feasible and desirable.

2. On behalf of Ministry of Railways, Dedicated Freight Corridor Corporation of India Limited(DFCCIL), an enterprise of the Government of India, invites Request for Proposal (RFP) from reputed consultants for Project Consultancy Services for the above project. The terms of reference are provided in Chapter 2.
3. A single stage, two package selection process is being followed to select preferred Applicant for the Project Consultancy Services. The consultant firms are invited to submit their technical and financial proposals, in response to this Request for Proposal (RFP document) issued by DFCCIL on the presented bid document.
4. The firms will be given the flexibility to propose more than **one set of key professional(s), depending upon the number of assignments** the firm is bidding for. In case the firm is fielding more than one set of key professionals, names of all should be repeated in all the offers. The actual team for the assignment, offered to the successful bidders will be chosen by DFCCIL from among them. The firm can also field the same team in bidding for more than one assignment. However, one team can work only on one assignment.
5. The contents of this RFP Document include the following:
  - a) Information to Applicants, including Terms of Reference, Instructions to Applicants, Evaluation criteria for technical and financial proposals;
  - b) Technical Proposal Submission Forms TECH 1 to TECH 8;
  - c) Financial Proposal Submission Forms FIN 1
  - d) Draft Consultant Services Agreement

## 2 TERMS OF REFERENCE

### 2.1 Background

a) Ministry of Railways (MOR) has planned to examine need and feasibility of new Dedicated Freight Corridors (DFC) between Bangalore – Chennai (362 Kms.).

**b) The project entails traffic study and financial appraisal and preparation of business plan for construction of double-track/single track railway lines capable of handling heavier (30 ton axle load) / longer trains and also double-stack containers, wherever considered feasible and desirable.**

2.1.1 DFCCIL proposes to get the technical studies done of the identified stretches of the corridor separately. These will however commence partly in parallel and partly after the traffic study has been done and need for development of corridor in various stretches has been identified. The consultant thereafter will use the technical study so done and the traffic study to undertake financial appraisal and business plan.

2.1.2 The studies by the consultants would be basically to assess traffic demand on the corridors and will examine whether Dedicated Freight Corridor (Single or Double Line) is required to be constructed for full or part of the corridor.

### 2.2 Scope of Work

The Consultants shall provide outputs and deliverables as specified in section 2.4, in a form and manner acceptable to DFCCIL/MoR.

2.3 **Detailed Terms of Reference for the proposed pre feasibility study for are as under:**

#### **2.3.1 Terms of Reference.**

##### 2.3.2 Traffic Estimates

1. Estimate commodity-wise freight transport demand for 25 years (2011-12 to 2036-37) in 5 year intervals, based on alternate growth scenarios bringing out the OD Matrix of freight movement connecting the consumption centers to the production units.
2. Impact of connectivity with major/minor Ports particularly with reference to import/export traffic (i.e. Containers) and generation of rail bound traffic from ports to hinterland and vice versa.
3. Identify new freight traffic expected to be generated because of future expansion in production centres at State level and district level along with the Dedicated Freight Corridor and feeder routes and the hinterland up to 500 Kms. Of either side of both the DFCs and existing feeder routes.

4. Estimate potential container traffic, both domestic and international.

#### 2.3.3 Business Environment

1. Assess the current and expected competition from alternate modes of transport.
2. Compare the rail and road tariff for the varying leads entailed in transporting the output of identified production centres to be served by the DFC and its feeder routes.
3. Assess the likely pattern of development of roads, pipelines, coastal shipping, etc. investment in capacity by these modes, likely tariff to be charged by other modes, gap between tariff of rail/other modes of travel across varying distances.
4. Assess the Rail share in the forecast transport demand and measures to maximize the Rail share.
5. Identify value addition sought by clients of Railways, small, medium and large and the scope of attracting non-rail bound traffic to rail through special customized total rail transport/logistic solutions.

#### 2.3.4 Corridor Planning and traffic allocation

1. Map the production and consumption centres along with Dedicated Freight Corridor and feeder routes indicating the originating points and commodities and extant transportation plans of these production centres.
2. Assess in view of the traffic growth in the above time horizon, whether freight corridor will be needed (Single link or Double link).
3. Identify interchange points from the proposed freight corridor to the feeder routes of present Railway network.
4. Identify operating constraints that can be remedied by proposed DFC.
5. Pin point the points for aggregation of traffic along with the Dedicated Freight Corridor and its feeder routes for small and medium enterprises and the scope for setting up freight village/Logistic Parks.
6. Suggest suitable capacity augmentation measures, layout, SOD, technical parameteres of rolling stock, traction, signalling, communication, etc. and assess Capital cost, O&M Cost, etc.

Note: *(There is no need for fixing up technical parameters afresh as they have been largely settled in the context of the RITES DFC report for Eastern and Western Corridors.)*

#### 2.3.5 Financial Appraisal

Determine financial returns under the alternate demand scenario. The O&M costs will be calculated by the consultant taking the implementation structure as SPV. Consultant will make a presentation before MOR/DFCCIL for approval of



methodology before using it in study. The technical parameters like equipment, technology, signaling etc., required for calculation of O&M costs will be provided by DFCCIL.

2.3.6 Prepare business plan and project financing structure.

2.3.7 Source of the data used for estimation of traffic and its allocation to the corridor, calculation of O&M cost and revenue should be clearly brought out.

Once the feasibility of the corridor is established, PETS will be required to be carried out by the consultants for taking approval of the Expanded Board and CCEA for the approval of the project.

## 2.4 Deliverables

- The Consultants shall submit 5 hard copies and 1 CD of all reports and presentations, in English. This should include hard copy of all the Working Sheets.
- The Consultants shall submit the following deliverables as per the specified timelines:

No.	Deliverable/ Milestone	Time from Award of Work	Description
1	Team mobilisation and deployment of experts on field and Kick Off Meeting	2 weeks	Commencement of work on field and Kick off meeting with the client of the team leader and key experts.
2	Inception Report	4 weeks	Inception Report should include the work plan, including key activities to be taken, experts to be deployed (with days on site and in home-office), material deviations from the technical proposal, project management framework that shall include periodic review meetings with the client, Ministry of Railways, interactions, presentations, etc.; and
3	Interim Report -1	12 weeks	This should cover the output under section 2.3.2 & 2.3.3.
4	Presentation to DFCCIL/MOR	13 weeks	This should cover the outputs under sections 2.3.2 & 2.3.3 and at this stage should present the principles and methodology of O&M cost calculation for approval.
5	Interim Report - 2	16 weeks	This should cover the outputs under sections 2.3.4 & 2.3.5.

No.	Deliverable/ Milestone	Time from Award of Work	Description
6.	Presentation to DFCCIL/MOR	16 weeks	This should cover the outputs under sections 2.3.4 & 2.3.5.
7.	Final Report	4 weeks after availability of Technical Report.	This should cover the outputs under section 2.3.6. and 2.3.7.
8.	Presentation to DFCCIL/MOR	Along with Final Report	This should cover the outputs under section 2.3.6 and 2.3.7..

## 2.5 Consulting Firm

- a) Should have experience of undertaking similar projects in Transport Infrastructure Sector (Rail, Road, Airport, Port) and should have completed to the satisfaction of the client at least 3 projects of similar nature in the last 10 years, having consultancy contract value not less than Rs.10 lakhs, with at least one of the projects should have been done in the rail sector. In case of consortium, the experience of consortium partners will also be considered. However, each partner should contribute towards experience of at least one project.
- b) The average annual turn over of the firm in the last 3 years (2008-09 to 2010-11) from consultancy assignments should be at least Rs.5 crore . The applicant should provide certified documents in support of the turn over details. The turn over in case of consortium will be reckoned only for the lead firm.
- c) For a consortium, the lead firm should provide at least one key professional (out of requirement of two permanent employees).

## 2.6 Team Composition

All the prospective Consultants shall have sufficient qualified personnel, sub-consultants, and resources to accomplish all the services described herein within the prescribed time. In case of sub consultant of all professional, not under direct employment of the firm, a commitment letter indicating the willingness to work for the study should be attached.

The proposed project team should consist of the following minimum personnel:

**Team Leader** should have extensive experience of preparing traffic estimations and market studies and financial appraisal in transport infrastructure sector and railway sectors. The Team Leader should have relevant professional qualification such as in Engineering/ Economics/ Finance/ Accountancy/ Business Administration/Law and must possess a minimum of 15 years experience, with increasing levels of responsibility.

**Technical Railway Expert – Operations** should have extensive experience in railways operations, planning and management. The Expert should possess the relevant technical qualifications and must

possess a minimum of 10 years experience with increasing levels of responsibility.

**Financial Specialist** should have extensive experience in financial analysis, financial modelling, in the transport sector. The Specialist should have relevant professional qualification such as in Engineering/ Economics/ Finance/ Accountancy/ Business Administration/ Law and must possess a minimum of 10 years experience, with 5 years in the relevant field of study, with increasing levels of responsibility.

**Traffic Specialist** should have extensive experience in undertaking traffic studies and market assessments in relation to transport and logistics. The Specialist should have relevant professional qualification such as in Engineering/ Economics/ Finance/ Accountancy/ Business Administration/ Law and must possess a minimum of 10 years experience, with 5 years in the relevant field of study with increasing levels of responsibility.

**O&M Cost Specialist** should have extensive experience and knowledge of best maintenance practices for maintenance of railway assets, staffing requirements, maintenance equipment requirement, calculation of requirement of maintenance material etc. The specialist should have relevant professional qualification, such as in Engineering/Cost Accountancy and must possess a minimum of 10 years of experience, with 5 years in the relevant field of study, with increasing level of responsibility.

## 2.7 Project management

A Steering Committee shall be constituted to oversee the management of the consultancy assignment. The Consultants are expected to apprise the Steering Committee on a monthly basis through progress reports and meetings. The following will be the schedule of meetings and key professional required to be present.

Meeting	Schedule beginning from date of commencement of assignment	Key Professionals to be present.
1.	2nd week	Team Leader and all the Key Professionals
2	4th week	Team Leader and all the Key Professionals
3	8th week	Team Leader, Traffic Specialist, Technical Railway Expert
4	12th week	Team Leader, Traffic Specialist, Technical Railway Expert, O&M Cost Specialist
5	16th week	Team Leader and all the Key Professionals

6	4th week after availability of project cost to the consultant.	Team Leader and all the Key Professionals
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In addition, if required meetings and consultations may be held mid way for smooth progress of the study.

## 2.8 PAYMENT SCHEDULE

The Consultants shall be paid on successful completion of the specified milestones. The payment schedule is presented below.

90% of the payments for each milestone will be released within 30 days of the bill raised after submission of each KD report, while the balance 10% will be released after the approval of the respective KD report by MOR/DFCCIL.

KD	Milestone	Percentage of Fee
1	Submission of Inception Report	10%
2	Submission of Interim Report – 1 after Presentation to DFCCIL/MOR	20%
3	Submission of Interim Report – 2 after Presentation to DFCCIL/MOR	30%
4.	Submission of Final Report	20%
5.	Approval of Final Report	20%

The other payment terms and conditions, as stipulated in the Consultancy Contract, shall apply.

### 3 INSTRUCTIONS TO APPLICANTS

#### 3.1 General

1. DFCCIL invite Tenders for consultancy services for the Scope of Services brought out in Chapter 2.
2. The selection is based on lowest financial evaluated price method of technically qualified bidder and further details on the evaluation process as specified in chapter 4.
3. **Invitation for Bids** - The Applicants are invited to submit their Technical and Financial Proposal (in separate covers), as specified in section 3.8 for providing consulting services required for the assignment. The proposal shall be the basis for award of contract. Please refer to the subsequent sections for further details.
4. In preparing their Proposals, Applicants are expected to examine in detail the documents comprising this RFP Document. Material deficiencies in providing the information requested may result in rejection of an applicant.
5. The Applicants are requested to submit the proposal and all their correspondence in English.
6. DFCCIL reserve the right to not select any or all of the applicant(s) without assigning any reason whatsoever.
7. The RFP document can be purchased at a price of ` 5,000.00 (Five thousand only) from DFCCIL Office during working hours or can be downloaded from the website. The receipt in original in case of purchase of form from DFCCIL Office or a DD of ` 5,000.00 (Five thousand only) payable in favour of Dedicated Freight Corridor Corporation of India Limited should be submitted along with offer at the time of submission in a separate envelope marked "Cost of Bidding Documents" failing which the offer will be summarily rejected. It will be the responsibility of the bidder who is submitting the bid on downloaded bidding documents to check and see any addendum/corrigendum issued in this regard from the website from time to time and ensure submission of bid along with all addendum/corrigendum. Firms submitting bid document/s downloaded from the DFCCIL website should ensure the submission of the following undertaking:

"We have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued"
8. **Bid Security** – The bidder will submit bid security of ` 3,00,000/- (Rupees Three lacs only) at the time of submission of offer in the form of Demand Draft only. The same shall be returned to unsuccessful bidders on finalization and award of tender. In case of successful bidder, bid security will be replaced by performance guarantee, which will be returned on successful completion of assignment.
9. The firms nominating more than one set of teams for the studies can indicate names of all the

teams in each of the bid offer. These names should be repeated in all the offers. In case, the firm gets one or more than one assignment, DFCCIL will have right to choose the key professionals from among the nominated teams.

10. The studies will be undertaken in two phases. In the first phase traffic studies and calculation of O&M cost and revenue will be completed. There could be a break after the first phase. The period of break will be advised by DFCCIL during the course of study. In the second phase, on presentation of technical study/project cost by DFCCIL, the consultant will undertake financial appraisal, preparation of business plan and project structuring.

### **3.2 Conflict of Interest**

1. It is expected that the Consultants shall provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Consultants shall not be engaged for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client. Without limitation on the generality of the foregoing, Consultants, and any of their associates shall be considered to have a conflict of interest and shall not be engaged for the work under any of the circumstances set forth below:

- a) If there is a conflict among consulting assignments, the Consultant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant assignment. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations if no conflict exist, a Consultant cannot be engaged to carry out an assignment that, by its nature, will result in conflict with another assignment of such Consultant. For example, a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a client in privatization of public assets shall not purchase, nor advise purchasers of, such assets or a Consultant hired to prepare terms of reference for an assignment shall not be recruited for the assignment in question.

### **3.3 Fraud and Corruption**

1. It is expected that the consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy & for the purposes of this provision, definition of the terms set forth shall be as follows:

- a) "corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among Applicants (prior to or after bid submission) designed to establish bid prices

at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.

2. An Applicant's submission or proposal will be rejected if it is determined that the Applicant being considered / recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
3. The Applicant will be declared as a firm ineligible, either indefinitely or for a stated period of time, for award of Consultancy Contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the said project.

### **3.4 Exclusivity of consortium Members**

1. Each Applicant or each member / firm, in case of a Bidding Consortium, shall be allowed to submit its Proposal as member of one Applicant or Applicant consortium only. If a firm or Applicant submits or participates in more than one consortium, such a firm or consultant shall be disqualified.
2. Please note that the number of Consortium Members shall not be more than FOUR.
3. In the exceptional case, where Applicants desire to replace a Consortium Member then they shall have to seek a specific approval from DFCCIL. Please note that the request for replacement should be accompanied by a letter of consent from the member being proposed to be replaced. DFCCIL shall duly consider the case and may not approve if it is expected to delay the RFP selection process. After DFCCIL's approval is obtained, they would need to submit the credentials of the New Member in the form and manner that was specified in the RFP alongwith their Proposal.

### **3.5 Bid Security**

A Bid Guarantee in the form of a Demand Draft, from a scheduled Indian Bank in favour of 'Dedicated Freight Corridor Corporation of India Limited', payable at New Delhi, for the sum of Rupees Three Lacs ( ` 3,00,000.00) will be required to be submitted by each Applicant.

For the successful bidder the bid security will be retained by the DFCCIL till the finalization of Project Report. After selection of the successful applicant the bid security will serve as the performance guarantee/Security till the submission of the Finalization of Project Report.

The Demand Draft shall be placed in an envelope and attached with the envelope containing the Technical proposal. Bids received without the appropriate Bid Security shall be summarily rejected.

### **3.6 Proposal Validity**

The Proposal shall remain valid for acceptance by DFCCIL for a period of 180 days from the last date of submission of proposals as specified in section 3.9. In case of need DFCCIL may request the Applicants to extend the period of validity of their proposals on the same terms and conditions and the Applicants shall have the right to refuse such further extension.

### 3.7 ENQUIRIES & CLARIFICATIONS

Enquiries, if any, can be addressed to:

General Manager (TS & C),  
Dedicated Freight Corridor Corporation of India Limited  
5th Floor, Pragati Maidan Metro Station building Complex,  
New Delhi - 110 001 (India)  
Phone: +91-11-23454820, Fax +91-11-23454822,  
Email: aloksharma@dfcc.in

### 3.8 Submission of Proposal

The Applicant shall submit its Proposal in the following covers:

Cover 1 – Cost of Bidding documents (RFP Purchase receipt/fee) (name of the corridor)

- Cover 2 – Bid Security (name of the corridor)
- Cover 3 – Technical Proposal; (name of the corridor)
- Cover 4 – Financial Proposal; and (name of the corridor)
- Outer Cover – This shall contain the sealed Cover 1, 2 and 3.

#### 3.8.1 Outer Cover

All parts of the Proposal (sealed Cover 1, sealed Cover 2, sealed cover 3 and sealed Cover 4) organised as above, shall be placed in a sealed outer envelope or a box, with the following inscription:

Outer Cover – Proposal for Project Consultancy Services for Dedicated Freight Corridor between Bangalore – Chennai.

Submitted by: \_\_\_\_\_(name of Consultant Firm)

#### Submitted To

General Manager (TS & C),  
Dedicated Freight Corridor Corporation of India Limited  
5th Floor, Pragati Maidan Metro Station building Complex,  
New Delhi - 110 001 (India)

The Applicant can submit the Proposal by registered post/ courier or submit the same in person, so as to reach the designated address by the time and date stipulated. No delay in the submission of the Proposal for any reason will be entertained. Any Proposal received by DFCCIL after the deadline for submission of the Proposals stipulated, shall not be opened.

#### 3.8.2 Cover 1 – Cost of Bidding Documents

The applicant shall place the original receipt or a DD as specified in 3.1 in this sealed cover, which shall be inscribed as under:

Cover 1 – Cost of Bidding Documents



(Proposal of Project Consultancy Services for Dedicated Freight Corridor between Bangalore – Chennai.

Submitted by: \_\_\_\_\_(name of Consultant Firm)

### 3.8.3 Cover 2 – Bid Security

The Applicant shall place the original Bid Security as specified in 3.5 in this sealed cover, which shall be inscribed as under:

#### Cover - 2: – Bid Security

[Proposal for Project Consultancy Services for Dedicated Freight Corridor between Bangalore – Chennai.

Submitted by: \_\_\_\_\_(name of Consultant Firm)

### 3.8.4 Cover3 – Technical Proposal

The Applicant shall place one (1) original + two (2) copies + one (1) softcopy (in CD form) of the Technical Proposal in a sealed envelope, which shall be inscribed as under:

#### Cover -3: – Technical Proposal

[Proposal for Project Consultancy Services for Dedicated Freight Corridor between Bangalore – Chennai.

Submitted by: \_\_\_\_\_(name of Consultant Firm)

In the event of any discrepancy between the original and the copies of the Proposal, the contents of the 'Original' Technical Proposal shall prevail.

### 3.8.5 Cover 4 – Financial Proposal

The Short-listed Applicant shall place the original Financial Proposal in a sealed envelope, which shall be inscribed as under:

#### Cover - 4: – Financial Proposal

[Proposal for Project Consultancy Services for Dedicated Freight Corridor between Bangalore – Chennai.

Submitted by: \_\_\_\_\_(name of Consultant Firm)

### 3.9 Last Date of Submission

The Proposals must be received by DFCCIL not later than 15:00 hours of the 03/08/2012 at the following address:

General Manager (TS & C),  
Dedicated Freight Corridor Corporation of India Limited  
5th Floor, Pragati Maidan Metro Station building Complex, New Delhi - 110 001 (India)

### **3.10 Bid Opening**

1. Interested Bidders may like to be present in DFCCIL office at the closing time of bid submission and witness the Bid Opening immediately thereafter. Only the main envelope will be opened and availability of RFP purchase receipt/fee and Bid Security amount will be checked.
2. All financial proposals will, however, be kept unopened in the envelope containing the 'Financial Proposal'.
3. After the bid opening, the evaluation of the Technical Proposals received shall be initiated.
4. The Applicants who have successfully passed the Technical Proposal stage shall be notified in due course about the opening of the Financial Proposals and they may nominate their authorised representative to attend the financial proposal opening.
5. The other Applicants who have failed in the Technical Evaluation shall also be notified by DFCCIL subsequently.

### **3.11 Preparation of Proposal**

#### **3.11.1 Technical Proposal**

In preparing the Technical Proposal, the Applicants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

#### **3.11.2 Key factors to be considered**

The following are expected of a bidder:-

1. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have had an extended and stable working relationship with it. Nevertheless, at least two key professionals including Team Leader should be permanent employees of the firm.
2. Proposed professional staff must, at a minimum, have the experience in the areas specific to this consultancy, and must preferably have worked under conditions similar to those prevailing in the instant situation.
3. The proposed staff are expected to perform the services and key tasks assigned to them and confirm their time commitment to be deployed on the field. *Please note that DFCCIL shall insist that the proposed key staff be deployed on field in the time and manner as proposed in the work plan and staffing schedule, and shall be available for all key client meetings stipulated at 2.7.* Change of key professionals after award of contract will generally be not allowed. In case the key professionals are changed, a penalty of 20% of the contract value will be deducted for each change. Same key professional cannot be nominated by more than one firm.
4. The firm should provide adequate support staff.
5. Reports to be issued by the consultants as part of this assignment must be in English.
6. Technical Proposal shall not include any forms or information pertaining to the Financial Proposal, failing which such a proposal may be outright rejected.

### 3.11.3 Organisation of the Technical Proposal

The Technical Proposal shall be organised in the following manner:

SN	Description	Relevant Exhibit
1	Technical Proposal Submission Form	TECH-1
2	Comments or Suggestions on the Terms of Reference	TECH-2
3	Description of the Approach, Methodology and Work Plan	TECH-3
4	Team Composition and Task Assignments	TECH-4
5	Curriculum Vitae (CV) for Proposed Professional Staff	TECH-5
6	Staffing Schedule	TECH-6
7	Work Schedule	TECH-7
8	Credentials of the firm	TECH-8

### 3.12 Financial Proposal

Key factors to be considered

1. In preparing the Financial Proposal, the Applicants are expected to take into account the requirements and conditions outlined in the RFP documents.
2. The Financial Proposal should be as per the format specified. It is a lumpsum cost contract.
3. The Financial Proposal should clearly estimate and specify, as a separate amount, the service tax imposed on the Applicant. These charges would be paid on actuals but limited to this estimate of the bidder, except where there is a revision of the rates or a fresh levy is imposed by the government after the bid opening date.
4. Applicants shall express the price of their services in Indian Rupees only.
5. All payments shall be subject to deduction of tax at source in accordance with the provisions of the Indian Income Tax Act and any other applicable law.

### 3.13 Organisation of the Financial Proposal

The Financial Proposal shall be organised in the following manner:

No.	Description	Relevant Exhibit
1.	Financial Proposal Submission Form and Summary of Costs	FIN-1

### 3.14 Other Instructions

All applicants should note the following:

1. Proposals that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP Document or those that do not contain the information as per the specified formats, may be considered non-responsive and may be liable for rejection.
2. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Proposal as non-responsive.
3. In case a Consortium is selected as the Successful Consultant Firm, the Lead Member shall continue to remain the representative of the Consultant Firm and shall be responsible to DFCCIL/MoR for the fulfilment of all contractual obligations binding on the Consultant Firm.
4. All communication and information should be provided in writing and in English language only.
5. The metric system shall be followed for units.
6. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
7. No change in or supplementary information to a Proposal shall be accepted once submitted. However, DFCCIL reserves the right to seek additional information from the Consultant Firms, if found necessary, during the course of evaluation of the Proposal. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by DFCCIL, the Proposal would be evaluated solely on the basis of the available information.
8. The Proposals shall be assessed as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the RFP Document, DFCCIL reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied, to all the Consultant Firms.
9. The Consultant Firm (Applicant) should designate one person (“Contact Person” and “Authorised Representative and Signatory”) authorised to represent the Consultant Firm in its dealings with DFCCIL. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Consultant Firm, etc. The Covering Letter submitted by the Applicant shall also be signed by the Authorised Signatory and also shall bear the stamp of the entity thereof.
10. For a Consultancy Consortium, no change in the membership of the consortium, in responsibilities, or commitments of any Consortium Member, whose strengths have been considered for evaluation, shall be permitted after submission of the Proposal. Consultant Firms are advised that their Proposals be completely devoid of any conditions, whatsoever.
11. DFCCIL reserves the right to reject any or all of the Proposals without assigning any reason whatsoever. DFCCIL also reserves the right to hold the process of selection or withdraw the process or shorten or enlarge the scope of work or modify or amend the terms of reference at any time till the process is finalised duly informing all the Applicants.

12. DFCCIL reserves the right to vet and verify any or all information submitted by the Consultant Firms.
13. If any claim made or information provided by the Consultant Firm in the Proposal or any information provided by the Consultant Firm in response to any subsequent query by DFCCIL, is found to be incorrect or is a material misrepresentation/suppression of facts, then the Proposal will be liable for rejection. Mere clerical errors or bona-fide mistakes may be treated as an exception at the sole discretion of DFCCIL and if DFCCIL is adequately satisfied.
14. The Consultant Firm shall be responsible for all the costs associated with the preparation of their Proposal. DFCCIL shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

## TECH 4: EVALUATION OF TECHNICAL AND FINANCIAL PROPOSAL

### 4.1 The objective of the assessment

The objective of the assessment of evaluation is to select a highly capable Applicant who offers the best combination of high quality and price. The evaluation is based on lowest evaluated financial offer.

### 4.2 Evaluation of Technical Proposal

The Technical Proposal of the Applicants shall be examined first for responsiveness and completeness and thereafter evaluated based on the evaluation criteria presented in section 2.5 & 2.6.

#### 4.2.1 Responsiveness and completeness

The Technical Proposal shall be first checked for responsiveness and completeness. This shall include verification whether the information has been submitted in accordance with the specified formats, whether the documentation is complete, whether there are any gaps, etc. DFCCIL reserves the right to outright reject technical proposals that do not conform to the formats or those that are materially deficient in documentation.

#### 4.2.2 The evaluation of the tenders for the corridors will be finalized as per given below

Technical Evaluation shall be completed in terms of Section 2.5 & 2.6 of this RFP. After finalization of the technical evaluation, the financial bids of all technically eligible bidders for this corridor will be opened and the lowest evaluated bidder shall be awarded the contract. Financial offers of technically ineligible bidders shall be returned unopened.

#### 4.2.3 Evaluation criteria for Technical Proposal

The Technical Proposals that are found to be responsive and complete shall be then assessed based on the following evaluation criteria against the requirement mentioned in the RFP.

No.	Parameters
1	Firm Capabilities – Experience of projects of similar nature, turnover.
2	CVs of key experts and their time commitments  Experts  (1) Team Leader  (2) Technical Railway Expert – Operations  (3) Financial Specialist

No.	Parameters
	<p>(4) Traffic Specialist</p> <p>(5) O&amp;M Cost Specialist</p> <p>Apart from the above key experts, the Applicants may propose adequate support staff and auxillary experts to effectively implement the Assignment. However, their CVs shall not be assessed in the evaluation of the Technical Proposal.</p> <p>The CV of each key expert shall be evaluated based on the following methodology:</p> <p>a) General qualifications</p> <p>b) Relevant experience and adequacy for the assignment</p> <p>c) Adequacy of on field time committments for the proposed assignment</p>

**The offers from firms not fulfilling the eligibility criteria laid down for the firms' capabilities in clause 2.5 will not be evaluated further for key professionals and the offer will be declared as non-responsive.**

#### **4.3 Evaluation of Financial Proposal**

1. Financial proposals of Applicants who have been found subtable in Technical Evaluation will be opened and evaluated.
2. The evaluation committee will determine whether the financial proposals are complete, correct and free from any computational errors. The Financial Proposal must be in terms of local currency. The Quoted Financial Price shall include all expenses including out of pocket expenses etc. to be incurred by the Consultant to complete the assignment. The Financial Proposal should clearly estimate and specify, as a separate amount, the service tax imposed under the applicable law, on the Applicant. This charge would be paid on actuals but limited to this estimate of the bidder, except where there is a revision of the rates or a fresh levy is imposed by the government after the bid opening date.
3. If there is a discrepancy between the total sum indicated and the sum of individual items, the amount arrived by summarising the items will be taken for evaluatin.
4. Financial Proposals will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary. For the purpose of evaluation only, in the case of material omissions, the cost of the relevant Financial Proposal will be increased by application of the highest unit cost and quantity of the omitted item as provided in the other submitted Financial Proposals.

## TECH – 1: FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the Consultant or the Lead Member of a Consultancy Consortium, on their Letter Head Paper)

To

Date

General Manager (TS & C),  
Dedicated Freight Corridor Corporation of India Limited  
5th Floor, Pragati Maidan Metro Station building Complex, New Delhi - 110 001 (India)

Dear Sir,

Sub: RFP Application for Project Consultancy Services for Dedicated Freight Corridor between Bangalore – Chennai.

We, the undersigned, offer to provide the Project Consultancy Services for Dedicated Freight Corridor between Bangalore – Chennai in accordance with your Request for Proposal Document and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in section 3.6 of the RFP Document, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

("We have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued") \*

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment within 15 days from the date of issue of letter of intent.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Signature of Authorized Signatory:

Name and Title of Signatory:

Name of Firm: Address and Contact Details: Office Seal

:(\* Applicable only for firms downloading bid document/s from DFCCIL website.)



## **TECH- 2: COMMENTS AND SUGGESTIONS ON TOR**

### **A - On the Terms of Reference**

[Present and justify here any improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment Such suggestions should be concise and to the point.]

### **B - On Counterpart Staff and Facilities**

[Comment here on counterpart staff and facilities to be provided by the Client, administrative support, office space, data, reports, etc.]

### TECH - 3: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following two chapters:

- a) Technical Approach and Methodology,
- b) Work Plan

a) **Technical Approach and Methodology** - In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan** - In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-7.

## TECH – 4: TEAM COMPOSITION AND TASK ASSIGNMENTS

Team A

Name of Key Professional	Position Assigned	Employment Status with the Firm (Full Time/ Associate)	Task Assigned

Team B

Name of Key Professional	Position Assigned	Employment Status with the Firm (Full Time/ Associate)	Task Assigned

Team C

Name of Key Professional	Position Assigned	Employment Status with the Firm (Full Time/ Associate)	Task Assigned

Team D

Name of Key Professional	Position Assigned	Employment Status with the Firm (Full Time/ Associate)	Task Assigned


Name of the Project Studies for which the firm is bidding:

- 1.
- 2.
- 3.
- 4.

(To be signed by the authorised signatory)

Name:

Designation:

**TECH-5 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

1. Proposed Position ]: \_\_\_\_
2. Name of Firm [Insert name of firm proposing the staff]: \_\_\_\_\_
3. Name of Staff [*Insert full name*]: \_\_\_\_\_
4. Date of Birth: \_\_Nationality: \_\_
5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: \_\_\_\_\_
  
6. Membership of Professional Associations: \_\_\_\_\_
  
7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]: \_\_\_\_\_
  
8. Countries of Work Experience: [List countries where staff has worked in the last ten years]: \_\_\_\_\_  
\_\_\_\_\_
  
9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: \_\_
  
10. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:  
  
*From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_*  
*Employer: \_\_\_\_\_*  
*Positions held: \_\_\_\_\_*  
  
*From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_*  
*Employer: \_\_\_\_\_*  
*Positions held: \_\_\_\_\_*

<p>11. <i>Detailed Tasks Assigned</i></p> <p>[List all tasks to be performed under this assignment]</p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project: .</p> <p>Year: __</p> <p>Location: _____</p> <p>Client: .</p> <p>Main project features: __</p> <p>Positions held: .</p> <p>Activities performed: __</p>
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13. Time Commitment:

*I, the undersigned, hereby confirm that I shall be available for the period of the consultancy assignment and shall be providing consulting inputs as On Field \_\_ man-months and From Home Office \_\_ man-months, and shall be available for key client interactions pertaining to my deliverables.*

14. Certification:

*I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.*

\_\_\_\_\_ Date: \_

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name of authorized representative: \_\_\_\_\_





**TECH-7: WORK SCHEDULE**

Field Investigation and Study Items

[1st, 2nd, etc. are weeks from the start of assignment.]

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													
_____													
_____													

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, final reports), and other milestones such as Client approvals.

2 Duration of activities shall be indicated in the form of a bar chart.

(To be signed by the authorised signatory)

Name:

Designation:

## TECH 8: FIRM'S REFERENCE

Relevant Services Carried Out in the Last Five Years

That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted and satisfactorily completed.

Assignment Name:	Country:
Location within Country:	No. of Staff deployed:

Name of Client:		Address:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services
Name of Associated Consultants, if any:		Role of Associate Consultant
Narrative Description of Project:		

Description of Actual Services Provided by Your Staff:

Turn over of the Firm in last 3 years for consultancy assignments.

2008-09

2009-10

2010-11

NOTE: Attach Certificates from the employer for satisfactory completion of projects.

**FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM**

*(To be submitted by the Consultant or the Lead Member of a Consultancy Consortium, on their Letter Head Paper)*

To,

[Location, Date]

General Manager (TS & C),  
Dedicated Freight Corridor Corporation of India  
Limited  
5th Floor, Pragati Maidan Metro Station  
building Complex,  
New Delhi - 110 001 (India)

Dear Sir:

We, the undersigned, offer to provide the consulting services for Project Consultancy Services for Dedicated Freight Corridor between Bangalore – Chennai in accordance with your Request for Proposal Document and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures and should be in Indian Rupees only].

S.No.		Amount in Figures (INR)	Amount in Words (INR)
1.	Lumpsum Cost of Consultancy		
2.	Service Tax		
3	Total ( 1+2)		

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in section 3.6 of the RFP Document,

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Signature of Authorized Signatory:

Name and Title of Signatory:

Name of Firm:

Address:

## CONSULTANT SERVICES CONTRACT AGREEMENT

This AGREEMENT (hereinafter, together with the General and Special Contract Conditions, and Appendices A to F attached hereto and forming an integral part hereof and bid documents, called the Contract) is made on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_, between the \_\_\_\_\_ (hereinafter called the "Client"), and \_\_\_\_\_ in association with \_\_\_\_\_ (hereinafter collectively called the "Consultant"). Notwithstanding such association, the Consultant shall be represented hereunder at all times by \_\_\_\_\_ which firm will retain full and undivided responsibility for the performance of obligations hereunder and for the satisfactory completion of the Consultant's services to be performed hereunder.

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices
    - Appendix A: Description of Services
    - Appendix B: Work Plan and Reporting Requirements
    - Appendix C: Key Personnel and Sub-Consultants
    - Appendix D: Breakdown of Contract Price
    - Appendix E: Services and Facilities Provided by the Client
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [Client]

[Authorized Representative]

For and on behalf of [name of Consultant]

[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultant

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

Part I: General Conditions of Contract (GCC)

5.1 Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires.

“Applicable Law” means the laws and any other instruments having the force of law in India.

“Consultant” means the party named in the Agreement, who has to perform the services, and which expression shall include his/their legal successors and permitted assigns.

“Party” means Client or Consultant as the case may be and “Parties” means both of them.

“Third party” means any other person or entity as the context requires.

“MINISTRY OF RAILWAYS (MoR)” means Ministry of Railways having its office at Rail Bhawan, Rafi Marg, New Delhi -110001

“Agreement” means the Conditions of Service Agreement (Part I: GCC and Part II: SCC) together with the undertakings and the Appendices, any further clarifications, and Letter of Award and formal Agreement.

“Client’s Representative” means any of its officers nominated by the Client and notified from time to time to the Consultant.

“Month” means a period of one month according to the Gregorian calendar commencing with any day of the month.

“Rupees” means the currency of India, and shall be the currency used for the project.

## 5.2 Interpretation

5.2.1 The headings in the Agreement shall not be used in its interpretation.

5.2.2 The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.

5.2.3 If there is a conflict between provisions of the Agreement, the last to be written chronologically shall prevail, unless otherwise specified in Part II of the Service Agreement – SCC.



### 5.3 Obligations of Consultant.

#### 5.3.1 Scope of Services to be performed by the Consultant.

5.3.2 The Consultant shall perform Services relating to the Terms of Reference as provided in Appendix A.

5.3.3 The Consultant shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.

#### 5.3.4 Performance Security

For the successful bidder the bid security will be retained by the DFCCIL till the finalization of Project Report. After selection of the successful applicant the bid security will serve as the performance guarantee/Security till the submission of the Finalization of Project Report.

The Client shall return the Performance Security to the Consultant within 21 days after satisfactory completion of the assignment.

Wherever the contract is terminated under Clause 5.15.1.2, the Performance Guarantee shall be encashed and the balance work should be got done separately.

The balance work shall be got done independently without risk and cost of the original Consultant.

### 5.4 Change in Constitution

The Consultant shall promptly notify Client of any changes in the constitution of the Consultant. It shall be open for Client to terminate the Agreement on the addition or introduction of new partner managing the Project for the Consultant without the previous approval in writing of Client. But in absence of and until its termination by Client as aforesaid, this Agreement shall be in full force, and effect notwithstanding any changes in the constitution of the firm by addition or introduction of any new partners.

### 5.5 Information

Client shall within a reasonable time give to Consultant, free of cost, all information which they are able to obtain and which may pertain to the services.

### 5.6 Decisions

On all matters properly referred to it in writing by the Consultant, Client shall give a decision in writing within a reasonable time.

### 5.7 Assistance

CLIENT shall assist in:

- (i) Providing Consultant unobstructed access wherever it is required for the services.
- (ii) Providing Consultant access to other organisations for collection of information.

### 5.8 Supply of Personnel

The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the Services. The titles, agreed job description, minimum qualifications, and estimated periods of engagement in carrying out the Services of the Consultant's key personnel are described in Appendix C. The key personnel and sub-consultants listed by title and by name in the Appendix C are hereby approved by the Client.

The Consultant shall ensure that the key personnel are assigned to the specified tasks and deployed on the field in accordance with the work plan as provided in Appendix B and the staffing schedule as provided in Appendix C.

### 5.8.3 Representatives

For the administration of the Agreement, the Consultant shall designate an official or individual to be his representative.

### 5.8.4 Changes in Personnel

4.8.4.1 Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications. This shall however be done with the approval of Client within 7 days.

5.8.4.2 If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

5.8.4.3 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

### 5.9 Liability of Consultant to Client

5.9.1 The Consultant shall only be liable to pay compensation to Client arising out of or in connection with the Agreement if a breach of Contract is established against him.

5.9.2 Such compensation shall be limited to the fee of the consultancy contract.

### 5.9.3 Duration of Liability

The Consultant shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him as may be prescribed by law.

### 5.10 Agreement Effective Date

The Contract shall come into effect from the date of signing of this Agreement.

### 5.11 Commencement and Completion

The Services shall be commenced and completed at the times or within the periods stated in Agreement subject to extensions in accordance with the Agreement.

### 5.12 Modifications

5.12.1 The Contract can be with mutual agreement.

5.13 It shall be the bounden duty of the Consultant to strictly adhere to the time for performance of various services indicated in the Contract.

### 5.14 Extention of time for Completion

5.14.1 If circumstances arise for which the Consultant is not responsible and which make it

impossible for him to perform in whole or in part the Services in accordance with the Contract he shall promptly despatch a notice to Client regularly for extension of time.

The client on his satisfaction regarding genuineness and adequacy of the circumstances, will grant such extension. No additional cost will be paid for the extended period. .

#### 5.15 Abandonment, Suspension or Termination

##### 5.15.1 By Notice of Client

5.15.1.1 Client may suspend all or part of the Services or terminate the Agreement by notice of at least 14 days to the Consultant who shall immediately make arrangements to stop the Services and minimise expenditure.

5.15.1.2 If Client considers that Consultant is not discharging his obligations or has engaged in corrupt or fraudulent practices or has defaulted in any terms of the Agreement or has failed to provide correct information in relation to the Assignment; Client can inform the Consultant by notice stating grounds for the notice. If a satisfactory reply is not received within 7 days of receipt of the notice by Consultant, Client can with a further notice terminate the Agreement.

5.15.1.3 If Consultant is adjudged bankrupt, or if he makes a general assignment for the benefits of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of the Agreement, then Client may terminate the services of the Consultant as per the procedure given in the previous clause.

5.15.1.4 Client may complete the project by whatever method may be deemed expedient and the Consultant shall not be entitled to receive any further payment.

##### 5.15.2 By Notice of the Consultant

5.15.2.1 The Consultant may, by notice to the Client, terminate this contract if payments pursuant to Clause 5.17 and 5.18 of this Agreement are not received within 30 days after the due dates, and such default has not been remedied within 45 days after notice has been given by the Consultant to the Client.

#### 5.16 Rights and Liabilities of the Parties

Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of either party.

#### 5.17 Payment to the Consultant

Client shall pay the Lump sum Price to the Consultant in partial payments for the performance of services as described in accepted schedule of payment, from which partial payments,, may be withheld if the Consultant does not deploy the key personnel in accordance with the staffing schedule. Whenever the team leader/key professional does not attend scheduled meetings, a penalty amounting to 0.5% of the contract value shall be imposed for every single default. In addition, a penalty of 20% of contract value will be deducted for every chagne of key professional.

5.18 Time for Payment

Amounts due to the Consultant shall be paid promptly and generally within 20 days of presentation of claim.

5.19 Currency of Payment

All payments shall be made in Indian Rupees.

5.20 Disputed invoices

If any item or part of an item in an invoice submitted by the Consultant is contested by Client, then Client shall give prompt notice with reasons and shall not delay payment on the remainder of the invoice.

5.21 Language and Law

The language of the agreement shall be English and it shall be governed by Indian Laws.

5.22 Assignment and Sub-Contracts

5.22.1 The Consultant shall not, without the written consent of Client, assign the benefits from the Agreement.

5.22.2 The Consultant shall not assign obligations under the Agreement without the written consent of Client.

5.22.3 The Consultant shall not without the written consent of the Client initiate or terminate any sub-contract for performance of all or part of the Services.

5.23 Copyright

The copyright of all documents prepared by the Consultant in performance of the services under the Agreement shall be vested in Client provided that the Consultant may retain copies of the documentation prepared by them for record purposes only.

5.24 Conflicts of Interest

5.24.1 Unless otherwise agreed in writing by Client, the Consultant and his personnel shall have no interest in nor receive remuneration in connection with the Project except as provided for in the Agreement.

5.24.2 The Consultant shall not engage in any activity that might conflict with the interests of Client under the Agreement.

5.24.3 The consultant may note that he or any member of his consortium shall not, either individually or as an entity, be allowed to participate in the bidding process pursuant to this assignment.

5.25 Notices

Notices under the Agreement shall be in writing and will take effect from receipt at the address stated in Part II of the Service Agreement. Delivery can be by hand or facsimile message

subsequently confirmed by letter or by registered letter against a written confirmation of receipt .

#### 5.26 Publication

Unless otherwise specified in Part II of the Service Agreement, Consultant either alone, or jointly with others, can publish material relating the Services, subject to approval by Client, if it is within two years of completion or termination of the services.

#### 5.27 Claims for Loss or Damage

Any claim for loss or damage arising out of breach or termination of the Agreement shall be agreed between Client and the Consultant or failing which the same shall be referred to arbitration in accordance with Clause 4.29.

#### 5.28 Taxes and Duties

The Consultant and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Application Laws, the amount of which shall be deemed to have been included in the Contract Price.

#### 5.29 Conciliation and Arbitration

5.29.1 Any dispute or claim arising out of or relating to this Agreement or the breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation.

5.29.2 All dispute or relating to this contract on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this Service Agreement shall in the first place be referred to a mutually agreed sole conciliator to be appointed by Client.

5.29.3 The Conciliator shall make the settlement agreement after the parties reach agreement and give an authenticated copy thereof to each of the parties.

5.29.4 The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.

5.29.5 The views expressed or the suggestions made or the admissions made by either party in the courses of conciliation proceedings shall not be introduced as evidence in any arbitration Proceedings.

5.29.6 Any dispute that cannot be settled through the Conciliation procedure shall be referred to Arbitration in accordance with the Rules stipulated in Part II of the Service Agreement in force on the effective date of the Agreement.

5.29.7 The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal in so far as such waiver can validly be made.

#### 5.30 Force Majeure

5.30.1 If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reason of any war,

hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules, regulations, orders or requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as “event”) then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

5.31.2 Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.

5.31.3 The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

5.31.4 If the performance in whole or part of any obligation under the Contract is prevented or delayed by reasons of the event beyond a period mutually agreed to if any, or 90 days, whichever is more, either party may at its option terminate the Contract.

5.31.5 In case of doubt or dispute, whether a particular occurrence should be considered an “event” as defined under this clause, the decision of the Client shall be final and binding.

5.31.6 Deliverables which have been accepted shall be paid for by the Client even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been delivered shall be borne by the Client.

5.31.7 If the Contract is terminated under the Clause, the Consultant shall be paid fully for the work done under the Contract, but not for any defective work or work done which has been destroyed or damaged before its acceptance.

5.31.8 If neither party issues notice regarding the event within 21 days of its occurrence, the said event be deemed not to have occurred and the Contract will continue to have effect as such.

## Part II: Special Conditions of Contract (SCC)

### 6.0 Definitions

The Contract is the “ Project Consultancy Services for Dedicated Freight Corridor between Bangalore - Chennai”, as detailed in the Terms of Reference.

### Commencement and Duration of Services

The date of commencement shall be the date specified in the Notice to Proceed issued by the Client.

The Services shall be completed within a period of \_\_\_\_ months from the date of commencement, to the satisfaction of the Client.

Language of the Agreement shall be English.

The Agreement shall be interpreted, construed and governed by the laws of India and the legal proceedings, if any, shall be under the jurisdiction of the courts of Delhi/New Delhi.

Notices shall be delivered to:

For CLIENT:

Client

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Consultant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

\_\_\_\_\_  
\_\_\_\_\_

Facsimile:

\_\_\_\_\_

6.1 Payment to the Consultant

6.2 The Lump Sum Price to be paid to the Consultant shall be Rs. \_\_\_\_\_(Rupees \_\_\_\_\_only).

6.3 Partial payments, against a milestone may be withheld if the Consultant does not deploy the key personnel in accordance with the staffing schedule. This will be 0.5% of the contract value for every single default.

6.4 This shall be done only under the circumstance when a key personnel who was so assigned in the staffing schedule to be present for a key client interaction is absent without giving prior notice of seven days and a justification thereof to the Client.

6.5 For this purpose, the key client interactions for each of the key personnel of the Consultant shall be as specified in the Staffing Schedule.

#### 7.0 Arbitration

7.1 If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes shall be referred within 30 days to Arbitration in accordance with the following provisions:

7.1.1 Matters to be arbitrated upon shall be referred to a sole Arbitrator.

7.1.2 For those disputes to be decided by sole Arbitrator, Client shall prepare a panel of three Arbitrators, who are not associated with the study, out of which the Consultant will choose one.

7.1.3 If, in a dispute subject to clause 7.1.2 the Consultant fails to appoint the arbitrator within thirty (30) days after the Client has nominated the panel, the Client may nominate an arbitrator from the panel of arbitrators, for that dispute.

7.1.4 No suspension of work on account of arbitration

7.1.5 The reference to arbitration shall proceed notwithstanding that Works shall not then be or be alleged to be complete provided always that the obligations of the Client and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of Works. Neither party shall be entitled to suspend the work to which the dispute relates on account of arbitration.

#### 7.2 Rules Governing the Arbitration Proceedings

7.2.1 The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made.

7.2.2 Interest on Arbitration Award

7.2.3 Where the Arbitration award is for payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

#### 7.3 Cost of the Arbitration

7.3.1 The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include the fees of the arbitration(s) as per the rates fixed by CLIENT from time to time.

#### 7.4 Additional Clauses

7.4.1 The Lump Sum Price shall cover the sum total of all costs incurred by the Consultant for performing the Services. This shall not only include salaries, overheads and non-salary expenses, and allowance for contingencies, fees and profits, but all other costs and expenses incurred in carrying out the requirements of the Services and the taxes, duties, fees and other impositions under the Applicable Laws. This cost shall include all costs for sub-consultants, sub-contractors, and any other professional fees or services incurred by the Consultant. The Lump Sum Price shall also include all costs, travel charges, expenses and allowances paid to or on behalf of expatriate staff working in their own country or in India.



Appendix A: Description of Services

[The Terms of Reference issued in the RFP shall be included here]

Appendix B: Work Plan and Reporting Requirements

[The Approach, Methodology and Work Plan submitted by the Consultant in its bid (Form TECH 3 and TECH 7), alongwith the reporting requirements specified in the Terms of Reference shall be included here]

Appendix C: Key Personnel and Sub Consultants

[Based on the Consultant's bid, this shall include Form TECH 4 and TECH 6, specification of key client interactions for each key personnel of the Consultant based on the Staffing Schedule submitted by the Consultant in its bid.]

Appendix D: Breakdown of Contract Price

[Here Forms FIN 1, FIN 2 and FIN 3 submitted by the Consultant in its bid shall be included.]

Appendix E: Services and Facilities Provided by the Client

[Services/ Counter Staff Facilities to be provided by the Client as requested by the Consultants and accepted by the Client.]